Parties SN 225069

STATE OF SOUTH CAROLINA
PUBLIC SERVICE COMMISSION

DOCKET#: 2010-224-E
FILE#: 10-E-1188

GAIL CHATMAN,
Plaintiff

v.

DUKE ENERGY CAROLINA, LLC,
Respondent

RESPONSE TO RESPONDENT'S DIRECT TESTIMONY DATE 07/15/2010 & Subsequent Correction of Direct Testimony Dated 07/20/2010

PAGE – 2, LINE – 20: *Whether the Respondent is Familiar with the Plaintiff's Complaint.* The Answer is not totally valid. To be familiar with the Plaintiff's Complaint with respect to Duke Energy, the Respondent, Barbara Yarbrough, for Duke Energy would have to familiarize herself with more than the records of Duke Energy. These records and documents are not completely accurate and do not include oversights and mistakes by Duke Energy with regard to the interactions and commitments of Duke Energy with the Plaintiff, Gail Chatman. These interactions and the commitment either have been stated to be false or overlooked as misunderstandings.

The actual recorded conversations have not been entered into evidence and others are alleged to no longer be in existence. "Just because" Duke Energy said it does not necessarily mean that it is correct and the statement is fully true; nor does it mean that the Plaintiff is wrong or misinterpreted information relayed to her. Several assumptions or conclusion made by Duke Energy is without irrefutable fact (or prove).

- Duke Energy ask for *only* $100 deposit to establish account
- Duke Energy did ask for $150 deposit to establish account

The question has been asked: "*Why would we ask for $100 after asking for $150 previously?*" The answer is *simply* that a mistake may possibly have been, and the customer (consumer) has to pay for the potential mistake of Duke Energy and their own mistakes, additionally.

I can inappropriately answer a question with another question: "*Why would I go through all this trouble if I was not justified in my claim and saw the need for correction?*

Duke Energy sent me a balance paid in full letter immediately after receiving the my $100 deposit – a lie or a gross mistake by the Respondent.

It is requested that Duke Energy produce the recording of the conversation on April 2, 2009. I heard what was said and I know what was said. How much money I had was asked and discussed. I answered honestly. An agreement was made based on that. The time of the conversation was between 8:00 p.m. to 9:20 p.m. on April 2, 2009; the payments requested were made by 9:35 p.m. on April 2, 2009 (item# AN). Would not it been appropriate business

practice to inform the consumer that an additional security deposit would be required instead of just taking a consumer's money after four (4) billing statements – no warning; no notification.

Why send me a letter receipt stating "thank you" for your deposit paid in full. (copy submitted in items within FILE#: **10-E-1188**).

There are other questions that have been asked (when *completely* familiarizing oneself with a multi-facet complaint that has been ongoing over a 18-month period):

- *Why would it take Duke Energy 4 bills to confiscate an additional $50 deposit without appropriate notification to the Plaintiff in order to compensate for an error that D.E.C. made themselves?*

The Plaintiff was running a credit for 3 consecutive billing cycles which was to cover any outstanding balance on account [redacted] (there is no dispute on that); both parties agreed upon this, but it took those same 4 billing cycles to attain that.
(supporting documents within File# 10-E-1188)

The '*balance forwarded*' and the *alleged* additional deposit came at the same time.

It is a fact that because Duke Energy decided that they wanted an additional $50 deposit three (3) full months + ... is **exactly** where any accumulating balance or past due amount through January 2010 was derived from and perpetuated by.

- *Why did it take only 7 days for Duke Energy to recoup and take the initial $150 deposit toward any outstanding balance? That a **final bill** can be generated and mailed within 7 days and it takes 4 bills to remember you want another $50 deposit without notification or pre-warning.*

PAGE – 4, LINE – 1: Re: What were the results of D.E.C. investigation . . . ANSWER . . .
I appreciate what was stated and that the circumstances described were pretty much accurate, **however**, I must state that if Duke Energy states it has records from 10/2008 (and I do not doubt it), then why have I been told that they do not have records regarding my re-connection call and contact on evening of 04/02/2009.

PAGE – 5, LINE – 12: Answer to Question . . . Did Ms. Chatman make arrangements to have the service restored?
It does not seem to be truthful or realistic that Duke Energy would have records of contact and calls from 10/2008, and not those of 04/2009 – whereas I have been told this. A contact from 04/2009 when I was told one thing ($100 deposit) and then three (3) months later *alleged* that I was told something else ($150 deposit). I do believe that a mistake may have been made, but I only know what actually transpired.

An attempt to have service re-established on 04/02/2009 is correct. All the internal fire & safety hazard had been completed. Instead of a 4-fuse box with all electric power connected to only 1 (one) of the four (4) fuses and old partial shredded exposed cloth wiring – now there was a 16-slot circuit breaker box with 15-A to 50-A GE type breakers and completely new 14-2 certified wiring throughout, and 12-2 certified wiring for the refrigerator–n–microwave outlet & the air conditioner outlet.

Discovering the condition of the internal electrical system + the hazard & negative safety issues related to it, made it necessary for a complete overall of the internal electric system. It was **absolutely necessary** for the re-wiring to be done. This is not actually D.E.C.'s fault, but I would think that good business practices would have "*sent off an alarm*" about what D.E.C. had turned power on to – especially when I stated that there was no circuit breaker switch to turn-off when I was asked to do so; I was told it was necessary to have the power turned-on initially.

The totally re-wiring of the home was imperative. This is the reason **(not an excuse)** why payment was sporadic and not consistent with my initial account (Having a fixed limited income to do a $2000 (the cost was considered a discount) job is not an excuse for not paying your bill promptly and consistently or to have a return check, either, but it is an explanation and reason. However, my consumption of electrical power was taxing, as well as the unsafe condition of the original electrical service in the residence.

PAGE – 6, LINE – 3: . . . Satisfied that the Billings are Accurate and that the Account Balance Owed . . . is Accurate?

The Plaintiff is not satisfied with the accuracy of the bill.

- As submitted on 07/10/2010 via facsimile to the Hearing Office and Ms. Yarbrough, I have been **overcharged** on late fees. (item# AL)
- That any and all late fees accrued up to bill dated 01/19/2010 was based on the $50 additional deposit fee that D.E.C. took without prior knowledge or warning.
- The Plaintiff fully understands that D.E.C. is allowed a lot of flexibility in the amount of security deposits, but to arbitrarily just take money that was intended for payment of utilities **actually used** is too much latitude and is outlandish when there **was no understanding** or **pre-warning** of such. The Plaintiff stands by her word and has reiterated what the understanding was when service was re-connected on 04/02/2009. The only indication that this was not the case is "*because D.E.C. said so*". There is no prove or evidence of such. D.E.C. may have made a mistake. As I have said . . . "*live-up to and recognize one's error – correct it and move on from there*".
- The Plaintiff refuses to dispute or argue any issues on the initial account. The Plaintiff corrected all issues affecting payments of the initial account. However, the secondary account was current and up-to-date for all electricity used until the fluctuation and increase in bill dated January 19, 2010.

PAGE – 6, LINE – 16 and **PAGE – 10, LINE – 11:**

At the time the Plaintiff completed the rate verification form, her home was on the waiting list for weatherization through the State Community Action Program, GLEAMNS. By the time, the form was faxed to D.E.C., the work for weatherization had begun (02/18/2010).

Prior to GLEAMNS beginning the work, a considerable amount of insulating and weatherization was done by the Plaintiff.

A copy of D.E.C. communication with GLEAMNS is included (item#AM).

With respect to insulation, GLEAMNS did all work to improve energy efficiency in the home that was possible. GLEAMNS set standards that were based on the number of occupants in the home + the square footage, and they even consider pets to make the home healthy, as well as safe + efficient.

The 2-before readings and 1-after energy efficiency reading and household draft reading were significant – especially based on the age of the home.

Storm windows could not be installed without major construction; remove the current windows – make the window frame and fitting smaller and install new windows . . . the Plaintiff had already used caulk and wood filler to seal **every** crack and eliminated any drafts or potential draft around the window frames, panes and siding; then fresh exterior paint was applied As a result of the inability to do major construction to add storm windows, mainly due to my family & financial situation and the budgetary constraints of GLEAMNS, the Plaintiff undertook another alternative for energy conservation.

The Plaintiff covered each window's glass in (two) 2 different window films. On one-side of the window, Artscape, Energy Window Film was placed. It is a relative thin, transparent film which provides immediate year-round energy savings by retaining interior heat in the winter and blocking solar heat in the summer, thereby, reducing air condition and heating cost in addition to reducing energy consumption. It is stated that the reduction is approximately 20% on heating cost.

- With the current **extreme** weather and the fact that air condition units are running almost 24-hours a day on a daily basis (including the electrical drain of other household appliances and items, lights & night lights), I believe my current 2 bills during this "heat wave" speak for themselves regarding assistance in reducing cost with relations to consumption.

On the other side of the window panes, Gila window film was added. This is a thin mirror finish film that reverses at night. It provides heat control and reduces solar heat – blocking about 60% of the sun's UV rays, 72% of the sun's overall heat therefore reducing cooling cost around 30% and energy consumption, as a result. It also gives you daytime privacy so that in the winter months, you can open your blinds and thermal backed drapes to enjoy the other 40% of the sun's rays – while at the same time enjoying the Artscape film retaining the interior heat that I am expending, using and producing in the winter months.

It can be seen from the digital photographs on the 2nd CD (herewith – item# AO) that the residence has long since had a front storm door and a rear storm door barrier. The only additional thing that GLEAMNS did was to add a metal & rubber door-sweep type weather stripping around each door way in front of the storm door – which GLEAMNS put in front of the felt-type and rubber weather stripping that I had already affixed there.

About 8-inch thick insulation was hand installed under the floor in the basement with a moisture barrier on the floor and 6-inch insulation was blown into the attic.

Policy by GLEAMNS is to blow insulation into the wall of the home from the exterior, but I could not have this done because of the high content of asbestos contained within the siding. The current siding and underneath would have to be removed and new siding installed in order to blow installation into the walls. But if the siding was removed by qualified asbestos removers, then their would be the alternative of mat or sheet insulation to be installed before putting new siding on the home. GLEAMNS does not remove asbestos. The cost of such removal would be almost as expensive as just tearing down the home and re-building. Tearing down the home (or any major construction) is not possible or realistic in "*family heir property*" whereas 9 to 11 individuals would have to all be located and "*sign-off*" (agree to) on such tasks.

However, any and all spaces or separation in the siding sections had already been sealed with silicone caulking and with industrial strength duck tape, also in some sections.

- My inquiry about the rate began at the end of March after receiving a letter that I do not qualify, and after GLEAMNS had completed weatherization work that I was unable to do.
- GLEAMNS records will reveal that all work and test met the established standards relevant to State.
- Did this all mean that it does matter if the Plaintiff and GLEAMNS weatherized and winterized the residence . . . I'm just not qualified. There is still a need for clarification and explanation.

PAGE – 6, LINE – 12: How can I pay an additional amount of deposit $50 when it is not known that I owe it. My first knowledge of an additional $50 deposit was seeing it on my bill 3 months after leaving the initial deposit. If I was to pay an additional deposit, should not Duke Energy Carolina, LLC give me some notification and state the reasons in this written communication.

It is unfair and preposterous to assume that I should know what they are thinking.

From what I have read in notes and bulletins that D.E.C. has sent me and any and **ALL** letters and communication, it was **NEVER** stated that I need to make an additional $50 deposit nor has any communication ever stated that I had 25 days to pay an additional deposit that D.E.C. has requested.

PAGE – 7, LINE – 22: The taping of the conversation that I had with Melissa (a D.E.C. representative - worker id# 279941) did not result in the way that was depict in the D.E.C. testimony. **I request that this recorded conversation be produced by D.E.C.** (without alterations or omissions - authentic), and **entered as an exhibit** (evidence) since the understanding and agreement of the conversation did not go as D.E.C. *alleges*.

- That at the time of the conversation, **I had no outstanding amount**. The current bill of $44.77 was not due until 06/17/2010.
- That even the **overcharge on late fees**, the **discrepancy** because of the $50 additional deposit that was taken improperly, the balance on 2 months of high bills + late fees and one month with no payment because of no income **HAD ALL BEEN PAID ON THE DATE THAT I SPOKE WITH DUKE** Energy Carolina, LLC. **There was no past due amount on the date the agreement was made.**
- That the deferred agreement that D.E.C. mentioned had been paid; and if I had not met that agreement, then **it is certain** that my service would have been disconnected. (see item# AP). These payments are also reflected on billing statement dated 06/17/2010
- $70 was paid on 06/02/2010; $100 was paid on 06/03/2010; $72.15 was paid by a church social service component (Lighthouse Ministries)* on June 10, 2010 because I was out of funds.
- I sat with Rev. Rayford* while he spoke with a D.E.C. representative around 2:20 p.m. The representative reiterated $72.15 that needed to be paid. An agreement and commitment was made.
- The balance was paid by Lighthouse Ministries. **There was no past due amount when I spoke with D.E.C. on 06/11/2010.**
- ANOTHER ERROR/MISTAKE: **No agency made the $100 payment on June 3, 2010. I MADE THAT PAYMENT MYSELF.** I made a total of $170 on

two (2) consecutive days. (see my receipt item# AQ).

PAGE – 8, LINE – 22: What has transpired since Plaintiff's call on 06/24/2010 . . .

The correct question should be: What has transpired since 06/11/2010 is that I subsequently called on 06/24/2010 to find out why D.E.C. had not fulfilled their part of the Equal Payment Plan as agreed upon because I had not received my confirmation letter as stated, and I had not received my most recent bill (that was way beyond its delivery date).

- What has transpired is that I have paid the agreed upon amount established on the Equal Payment Plan as I stated (in a timely manner) prior to the due date of the bill.
- That I always make payment on the account at a payment center in cash only as to get immediate credit to my account and avoid any confusion with a checking account; and because the payment center will not take debt or credit cards for payment – cash only.
- That on or before August 3, 2010, I shall make payment my 2nd (second) installment on the Equal Payment Plan of **$76** as established and agreed upon on 06/11/2010.
- That I **have not received** my **credit** for **overcharges** in **late fees** of **$1.50**.
- And "if" late charges are assessed every 25 days, then billing periods should be assessed every 25-days. The Plaintiff believes that this is to ***"cheat"*** and intentionally confuse consumers, and there is no other logical or reasonable explanation.

PAGE – 11, LINE – 4: Response to Answer . . . Based on ~ Investigation and Review, has D.E.C. made all Reasonable Efforts to Satisfy ~ Concerns

If **reasonable** is defined as rational; moderate; not excessive or extreme; (as defined by Webster's pocket dictionary); practical; realistic; evenhanded; equitable – then the answer is "***NO***", not "*YES*" that D.E.C. has made reasonable effort to satisfy the Plaintiff's concerns.

There is no reasonable reason why I have not been charged the appropriate late charges, and charged at the appropriate time period. On my current bill (item# AR), I should not have been charged a late fee of $.29 (twenty-nine cents) on this bill since I was suppose to be on the Equal Payment Plan. It is not reasonable to imply in the testimony that I want to be put on this plan for any other reason than what it is meant for. There was a "fluctuation" in my bill over those twelve (12) months. Perhaps, my poor name and terminology for the plan/program may have *confused* D.E.C. Other companies that I have been affiliated with call the plan by different names (*i.e.* Monthly Budget Plan), but the criteria, qualification and purpose are identical.

It is not sensible for Duke Energy Carolina, LLC not to assume responsibility for their errors and mistakes. It would be reasonable only "if" D.E.C. would "live-up" to the agreement that they established with me at the beginning of June 2010. It is not reasonable to be excessive with charges (even with the smallest amount). It is not reasonable to lie. It is not reasonable to only "live-up" to an agreement that ***clearly*** is advantageous to profit – even when it is incorrect or a mistake. It is reasonable to avoid investigation and review of one's own shortcomings, errors and/or mistakes.

WHEREFORE, I, the Plaintiff (Complainant), ***Gail Chatman***, attest and swear that the responses, information, and explanation herewith are true, accurate and factual circumstances and events with regard to the policies, practices and procedures I have personally underwent, experienced and gone through with Duke Energy Carolina, LLC (D.E.C.).

AND THAT, the relief sought remains the same: (1) to be placed on the Equal Payment Plan as the Respondent (D.E.C.) has already stated beginning with the billing period stated in the agreement of June 11, 2010; (2) receive credit for overcharges in late fees; (3) billing periods and assessments of late fees be homogeneous and consistent (which would remedy subtle "rip-off's" and future misconceptions); (4) credit to account for interest on current account , **which has been more than six (6) months – it has been fourteen (14) months on $100, and (eleven) 11 months for the $50 pilfered from my account]**; (5) re-evaluation of the reasons for denying my request (letter dated 03/18/2010) for assigned electric rate (rate verification form) – [at the time the denial letter was received, the work by myself and GLEAMNS had been completed] with a clear and specific reason(s) in writing, also, of your denial (or acceptance) that would leave no questions, no misinterpretations, or no assumptions.

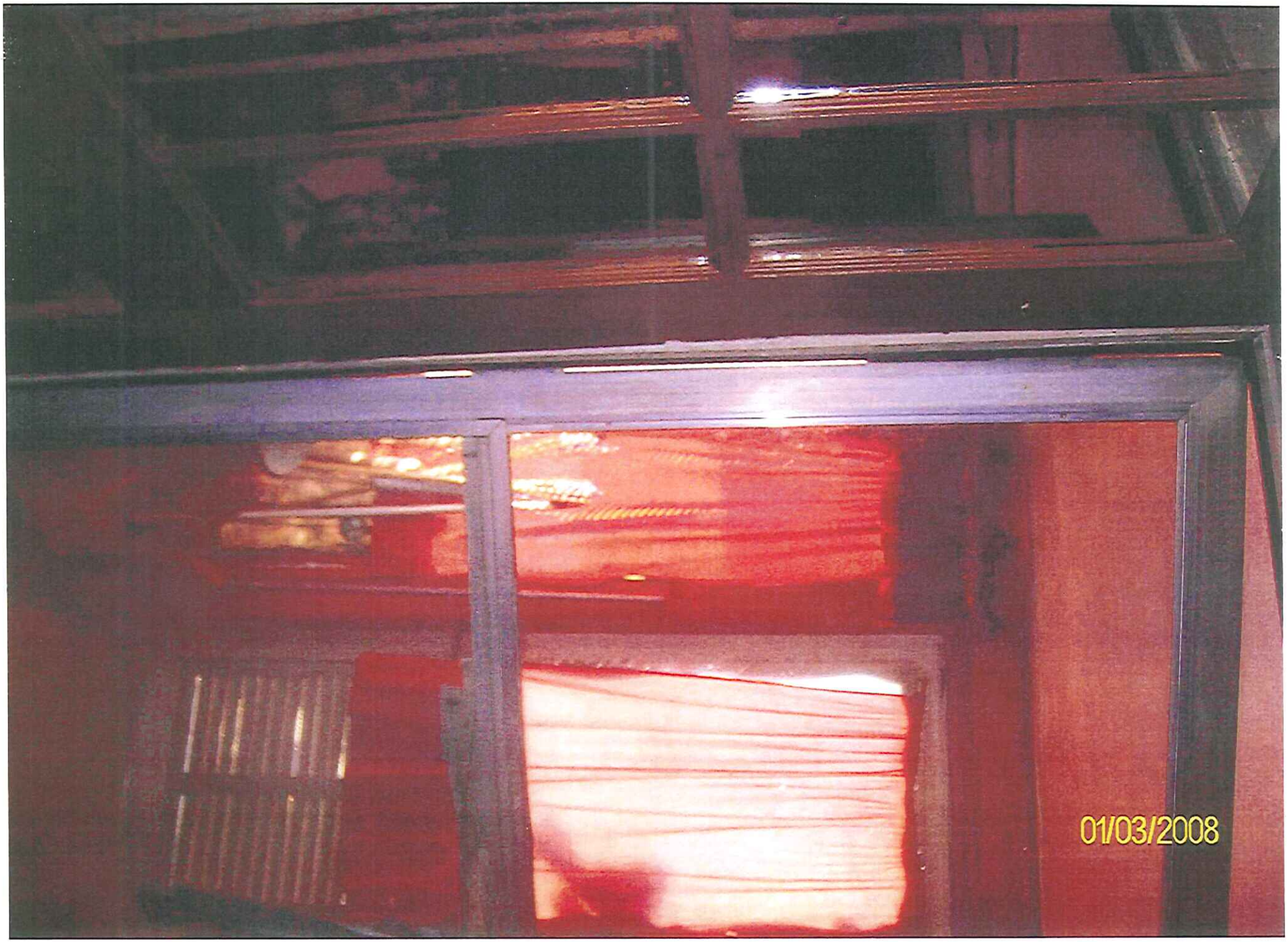
Gail Chatman

Gail Chatman

cc: PSC – Hearing Office (w. supporting documents)
Robinson, McFadden & Moore

01/03/2008


01/03/2008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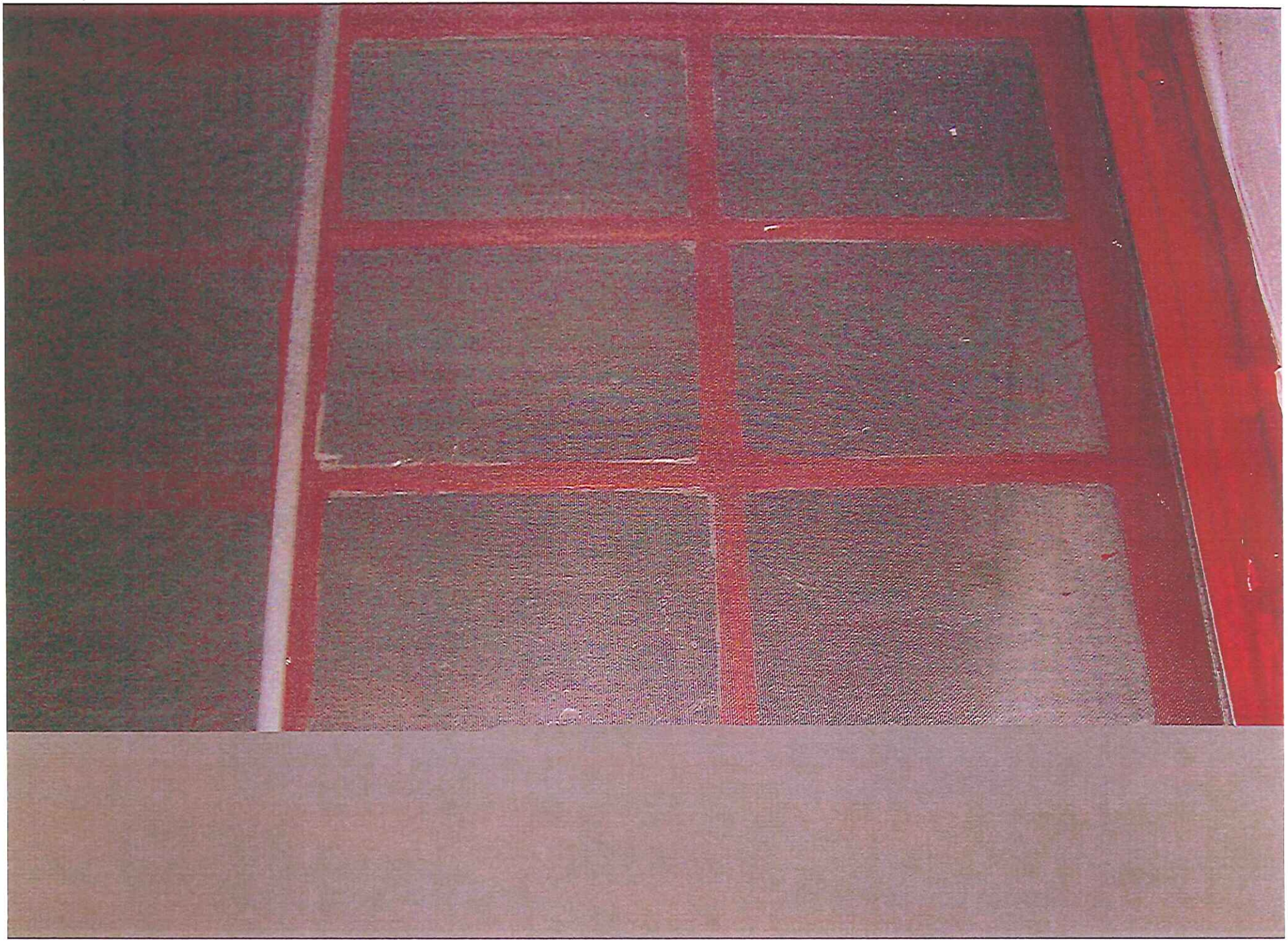

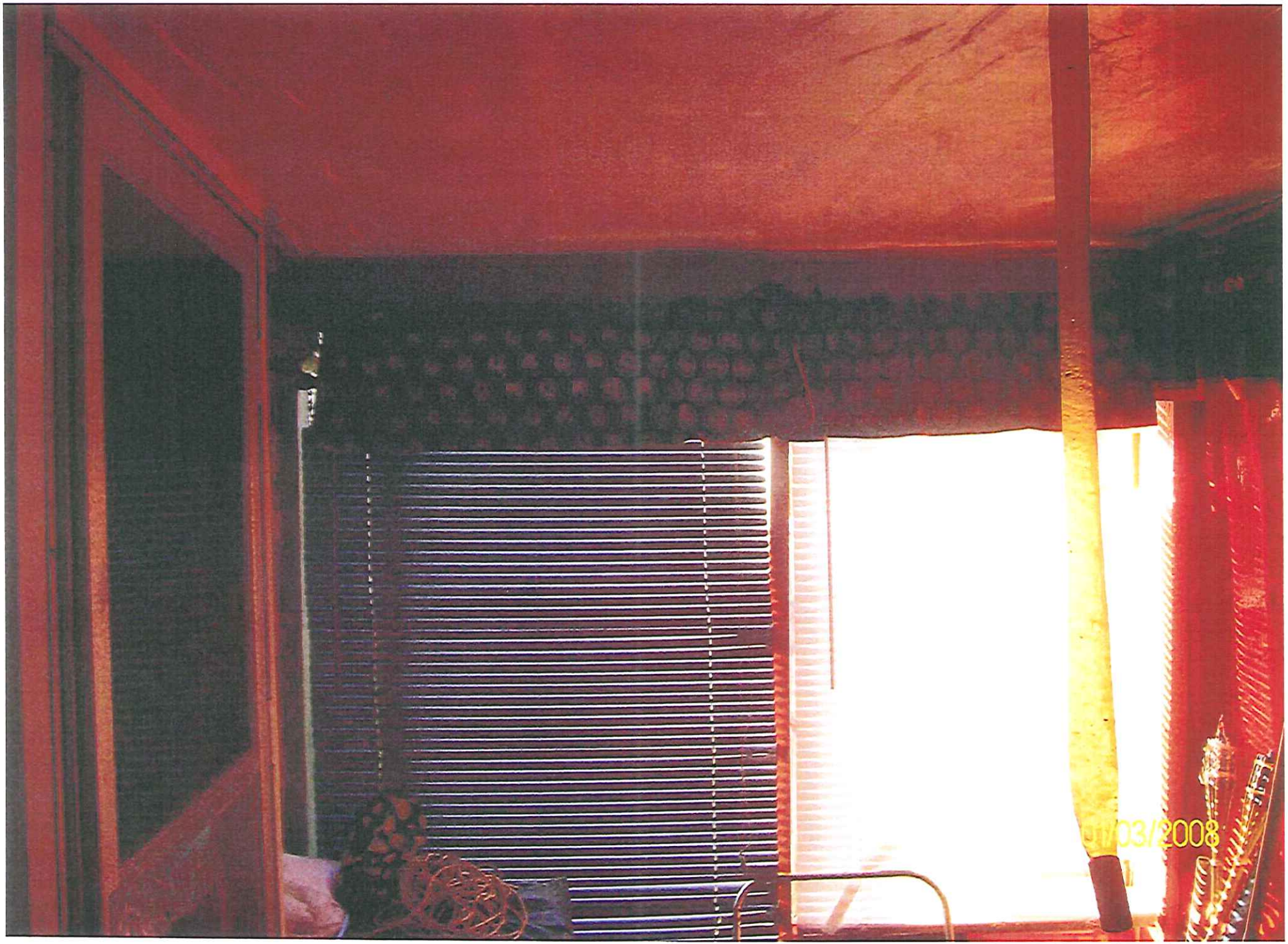
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